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Supreme Court, U. S.
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No. 71-1573

IN THE SUPREME COURT OF THE UNITED STATES

October Term, 1972

ARCHIE PELTZMAN, Petitioner

v.

NATIONAL LABOR RELATIONS BOARD

ON PETITION FOR A WRIT OF CERTIORARI TO
THE UNITED STATES COURT OF APPEALS
FOR THE SECOND CIRCUIT

REPLY BRIEF FOR ARCHIE PELTZMAN IN SUPPORT OF PETITION

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Petitioner Pro Se

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1. The Questions presented in Petitioner's main brief (Pet. 2, 3, 4), have not been rebutted by the Respondent. In their entire memorandum consisting of nine pages, there is not one mention of the United States Constitution. There is no rebuttal to the list of cases cited on (Pet. IV, V, VII), or to the specific cases against the American Radio Association (Pet. 23), and there is still no

inkling from the Respondent as to the decree filed in the 2nd Circuit Court of Appeals No. 24737 (Pet. 23), which Petitioner inquired about and to this date, July 6, 1972, has not received any information whatsoever as to what that case was all about.

2. Respondent alleges the contract signed by the union and company was a valid one, but in the decree consented to in Docket No. 21791 (Pet. 23), the Board ruled and the ~~company~~ UNION consented to the decree that the contract was an illegal one because on page 1345 of Case No. 2-CB-88 April 19, 1949 (82 NLRB No. 151), quote ...The record makes it clear that in practical operation the hiring hall clause was intended to discriminate unlawfully against non-members of the A.R.A. in regard to their hire and tenure of employment. We have held that by engaging in an actual strike to compel an employer to execute a hiring hall agreement, the respondent union violated Section 8 (b) (2)[6]. In this particular case, the Respondents threatened strike action to force the employers to accede to their adamant demand for inclusion of the discriminatory hiring hall clause as a condition for concluding any agreement. We see no substantial distinction between an actual strike by a union and a threat of strike action supported by a majority vote of union members for the purpose of deter-

mining whether a union has violated the Act by attempting to cause an employer to discriminate against non-members of the union. ... end quote. Petitioner alleges this illegal hiring hall clause is still in effect, and was used against petitioner, and in the same fashion as it was used in the case of N.L.R.B. v. Alaska SS. Co. et al. (Pet. 24), and against Jack Hajim (Pet. 24), Case No. 20-CB-395, 117 NLRB No. 151.

3. Respondent alleges that his decision not to issue a complaint was not a final order (Res. 2). However, the General Counsel denied Petitioner's appeals (Pet. App. 20a and 22a). If denying appeals and thereby closing the cases is not a final order, Petitioner does not understand what the word final means, as interpreted by the General Counsel. In this connection see 1ALR Labor Order Fed "Person Aggrieved", page 551 (Pet. 14).

Respondent alleges (Res.3) that 46 U.S.C. 599 is not applicable to union security clauses. Petitioner rebuts this argument with the Hamilton Case (Pet. 20), and the Peninsular Case (Pet. 191). Quote "The Maritime Law when in conflict with the National Labor Relations Act, is Supreme."

4. The Cases quoted by Respondent (Res. 3) are not applicable because there

is not one seaman case in the lot; see petitioner's argument (Pet. 18, 19, 20, 21, 22, 23, 24), of his main brief, supporting the argument that Congress by enacting special statutes protecting seamen in their employment, precludes their being fired from their jobs, except for cause and specifically Sec. 599 of Title 46, prohibits anyone from demanding money from a seaman for providing him with employment (Pet. 19).

5. Respondent has not rebutted petitioner's claim that he was actually on inactive status (Pet. App. 19a) three months after he was supposed to be automatically expelled from the union for non-payment of dues, and only fourteen (14) days later was allegedly expelled from the union. (Pet. 10). There has been no rebuttal of petitioner's allegation that under the definition of a member in 29 U.S.C.A. Sec. 412, 29 U.S.C.A. Sec. 402 (Pet. 10), he is still a member of the union.

6. There has been no rebuttal by Respondent that petitioner's rights under the 5th, 9th, and 14th Amendments to the Constitution have been violated. In this connection, Petitioner asserts that if he was a resident of 19 States which have specific right to work laws, he could not have been discharged from his job. Also by Executive Order all employees of the Federal Government cannot be dismissed

from their jobs because of non-union status and similarly all State and City employees are protected from being dismissed from their jobs if they are not union members.

7. Petitioner argues that equal protection of the laws demand that he, as a seaman, should have the same protection as these Federal, State, and City employees have, and also he should also be protected by the right to work laws in those nineteen States, particularly because as a seaman he has worked in Florida and Texas and North Carolina, where his ship was berthed and loaded and unloaded cargo, and these states have right to work laws, and his company, the Central Gulf S.S. Co. has agents in these states.

CONCLUSION

As set forth in Petitioner's main brief, the Second Circuit Court of Appeals erred in its dismissal of Petitioner's Petition for review, his motions to adduce additional evidence and for production of the record, and that Petitioner's prayer for a writ of certiorari should be granted.

Respectfully submitted,

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Dated July 6, 1972